

ORDINANCE No. 117269

COUNCIL BILL No. 110283

AN ORDINANCE relating to the Engineering Department; authorizing the Mayor or his designee to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funds for design activities on the 15th Avenue Northwest Pedestrian Signal Project, the CBD Lighting Project, and the Burke Gilman Trail Extension Project; authorizing the acceptance and deposit of grant funds to be received; increasing the expenditure allowance in the 1994 annual budget of the Engineering Department and making a reimbursable appropriation from the Transportation Fund.

The City of Seattle - Legislative

REPORT OF COMMITTEE

Honorable President:

Committee on Transportation

which was referred the within Council Bill No. 110283

report that we have considered the same and respectfully recommend

Pass 20

Full Council vote 7-0

Martin Choe

Committee Chair

COMPTROLLER FILE No.

Introduced: <u>6-8-94</u>	By: <u>Choe</u>
Referred: <u>AUG 8 1994</u>	To: <u>TRANSPORTATION AND ECONOMIC DEVELOPMENT</u>
Referred:	To:
Referred:	To:
Reported: <u>AUG 22 1994</u>	Second Reading: <u>AUG 22 1994</u>
Third Reading: <u>AUG 22 1994</u>	Signed: <u>AUG 22 1994</u>
Presented to Mayor: <u>AUG 23 1994</u>	Approved: <u>AUG 31 1994</u>
Returned to City Clerk: <u>AUG 31 1994</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

-Legislative

OF COMMITTEE

110 283
fully recommend

20

7-0

Martha Choe

Committee Chair

109

The City of Seattle--Legislative Department

Department;
to execute
Department of
Transportation
activities
Signal Pro-
Burke Gil-
in the accep-
received;
the 1994
rent and
the Trans-

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

in Committee on

which was referred the within Council Bill No.

report that we have considered the same and respectfully recommend that the same:

Transportation & Economic Dev.
110 283

Pass 20

Full Council Vote 7-0

Martha Choe

Committee Chair

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ORDINANCE 117269

A.J. ORDINANCE relating to the Engineering Department; authorizing the Mayor or his designee to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funds for design activities on the 15th Avenue Northwest Pedestrian Signal Improvement Project, the CBD Lighting Project, and the Burke Gilman Trail Extension Project; authorizing the acceptance and deposit of grant funds to be received; increasing the expenditure allowance in the 1994 annual budget of the Engineering Department and making a reimbursable appropriation from the Transportation Fund;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Engineering and recommended by the Mayor in the attachments hereto, the Mayor, or his designee, is authorized to execute agreements for federal Intermodal Surface Transportation Efficiency Act (ISTEA) grant funds, substantially in the form attached hereto, with the Washington State Department of Transportation as follows:

Approximately One Hundred Ninety-nine Thousand Dollars (\$199,000) for the 15th Avenue NW Signal Improvement Project; and

Approximately One Hundred Forty-eight Thousand Dollars (\$148,000) for the CBD Lighting Project; and

Approximately One Hundred Twenty Thousand Dollars (\$120,000) for the Burke-Gilman Trail Extension Project.

The grant funds, when received, are hereby accepted and shall be deposited into the Transportation Fund.

Section 2. For the Burke Gilman Trail Extension Project, the expenditure allowance in the Program Category below in the 1994 Budget of the Transportation Division of the Engineering Department is increased as follows:

<u>Program Category</u>	<u>Object of Expenditure</u>	<u>Amount</u>
ETO Transportation Division	CO Intradepartmental Charges	\$120,000

and, concurrently, the expenditure allowance of the Engineering Services Division of the Engineering Department is increased as follows:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>Program Category</u>	<u>Object of Expenditure</u>	<u>Amount</u>
EE2 Engineering Services Division	CO Capital Outlay	\$120,000

Section 3. For such purposes, the appropriation for the Development - Future System program of the Transportation Capital Improvement Program is hereby increased by One Hundred Twenty Thousand Dollars (\$120,000); all, or so much as may be necessary, from the Transportation Fund. The Transportation Fund shall be partially reimbursed from funds received from the Washington State Department of Transportation, as authorized in Section 1 herein.

Section 4. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 22 day of Aug. 1994, and signed by me in open session in authentication of its passage this 22 day of Aug. 1994.

.....
President..... of the City Council.

Approved by me this 31 day of Aug., 1994.

.....
Mayor

Filed by me this 31 day of Aug., 1994.

.....
Deputy Clerk

(SEAL)

Published.....

Deputy Clerk

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

RESOLUTION 28723

A RESOLUTION authorizing the submission of applications to the Puget Sound Regional Council for grants from the Intermodal Surface Transportation Efficiency Act's (ISTEA) Congestion Mitigation/Air Quality Improvement Program (CMAQ) and Surface Transportation Program (STP).

WHEREAS, the federal Intermodal Surface Transportation Efficiency Act of 1991 has established the Congestion Mitigation/Air Quality Improvement and Surface Transportation Programs; and

WHEREAS, applications for the 1994-95 funding cycle must be submitted to the Puget Sound Regional Council; and

WHEREAS, the City of Seattle desires to submit applications for funding, Now Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

That the Director of the Engineering Department is authorized to file applications on behalf of the City of Seattle with the Puget Sound Regional Council for the design and construction of the attached projects (attached hereto as "Attachment A") for the approximate amount indicated, subject to scope and budget refinement.

The Director of the Engineering Department is authorized to furnish such additional information as the Puget Sound Regional Council may require in connection with the application of these projects.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1 ADOPTED by a majority of all members of the City Council
2 the 24th day of May, 1993, and signed by me
3 in open session in authentication of its passage this 24th day
4 of May, 1993.

5 Leo Benson
6 President of the City Council

7 Filed by me this 27 day of May, 1993.

8 by: Margaret Carter
9 Deputy

10 THE MAYOR CONCURRING:

11 Norman B. Rice 5/26/93
12 Norman B. Rice, Mayor

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

"ATTACHMENT A"
LIST OF POTENTIAL GRANT SUBMITTALS
FOR THE
SURFACE TRANSPORTATION PROGRAM
AND THE
CONTROL MITIGATION/AIR QUALITY PROGRAM

The following is a list from which programs and projects will be selected for submittal to the Puget Sound Regional Council for the Intermodal Surface Transportation Efficiency Act's (ISTEA) Surface Transportation Program and Control Mitigation/Air Quality Program competitive grant funds.

Local match requirements are 20% for enhancement projects. All others require a minimum match of 13.5%.

Project submittals are due to the Puget Sound Regional Council by June 1, 1993.

The programs and projects listed below are presented in no order of priority and the list is subject to change pending further interdepartmental, public and city council review.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

CATEGORY I: Preservation

Note: Funding for preservation will be limited, so the first priority is to fund on-going paving programs.

- | | | |
|----|---|-------------|
| 1. | Arterial Resurfacing (on going program) | \$1,800,000 |
| | - put in for 3 years | |
| 2. | Concrete Street Rehabilitation (on going program) | \$ 650,000 |
| | - put in for 3 years | |
| 3. | Ballard Bridge Resurfacing | \$2,250,000 |
| | - maybe tie into a larger 15th Ave NW project | |
| 4. | Sidewalk Rehabilitation, city wide | \$1,000,000 |
| | - put in for 3 years | |
| | - tie to Neighborhood business districts for economic development | |
| | - improve ped accessibility to transit, etc. | |
| 5. | Lighting Rehabilitation | \$1,000,000 |
| | - tie into infrastructure rehab | |
| | - security in business districts (CBD, Neighborhood Commercial) | |
| | - security at transit stops | |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

CATEGORY II: Existing System

Programs:

1. Bike Spot Program \$1,200,000
 - put in for 3 years
 - bike education outreach
 - bike lanes
 - spot safety improvements
 - secure bike facilities, including bike lockers
 - improve bike access to transit
2. Signal Program (left turns, new signals, interconnects) \$2,500,000
 - put in for 3 years
 - left turn signals (\$ 500,000)
 - new signals (\$2,000,000)
3. Ridesharing Program (on-going program) \$ 200,000
 - put in for 3 years
 - manage City's carpool parking permit program
 - includes issuing permits and enforcement at parking areas
4. Pedestrian Accessibility Program \$2,500,000
 - put in for 3 years
 - Install walkways, wheelchair ramps at key locations
 - Improve pedestrian crossings at high accident locations
 - Includes curb bulbs, crosswalks, ped signals, etc.
 - Provide pedestrian safety outreach/education
 - Improve accessibility to schools, transit and social services
 - Implement ADA requirements
5. Traffic Calming Project \$1,000,000
 - put in for 3 years
 - implement comprehensive neighborhood safety program
 - research and test new and innovative techniques
 - provide and implement education programs
 - install traffic circles, chicannes, curb bulbs, speed humps, etc.
6. CTR Assistance to small businesses \$ 350,000
 - put in for 3 years
 - planned as on-going program
 - develop assistance program for small businesses (< 100 employees)
 - tailor commute trip reduction programs by areas and business type
 - provide outreach service
 - assist in develop of parking management strategies

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

Streets (Signal/Safety Improvements):

1. CBD Street Lighting Upgrade \$ 660,000
 - upgrade street lighting in CBD
 - improve pedestrian safety at crosswalks
 - safety at retail, housing and transit areas
2. CBD Signal Interconnect Project I \$1,450,000
CBD Signal Interconnect Project II \$ 200,000
 - Phase I provides signal interconnect
 - Phase II provides other elements
 - Provide signal improvements to the north CBD
 - provide interconnected link to central CBD computer system
 - install one way couplet at Battery/Wall streets
 - install pedestrian signal heads
 - improve pedestrian safety, transit access and vehicle congestion
3. 23rd Ave, Madison St, \$2,500,000
 - signal improvements
 - increase ped safety at crossings
 - sidewalk rehab, landscaping
4. S Spokane St, 1st Ave S to Airport W Y S) \$ 565,000
 - safety/congestion improvements to lower roadway
 - signal improvements, HOV only left-turn lane
 - pedestrian enhancements.

Linden Ave N, N 130 St to N 145 St \$3,500,000

 - reconstruct street to arterial (collector) standards,
 - provide curbs, gutters, sidewalks, drainage, lighting & landscaping
 - provide bicycle link to major regional trail (Interurban North)
 - improve pedestrian access to Park, transit
 - site of Four Freedoms retirement home
 - improve transit access/routing
5. 15th Ave NW Improvements \$1,530,000
 - traffic calming
 - pedestrian safety/crossings
 - landscaping improvements (median)
 - transit access improvements
 - possible pedestrian 1/4 mile ped signal demo
 - could add Ballard Bridge resurfacing to this project

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

7. S Cloverdale St; Renton Ave S to MLK Jr Way S \$300,000
 - Install N/S and E/W left turn lanes,
 - improve signals
 - install curb, gutter sidewalks, street trees.
8. SW Admiral Way, 42nd Ave SW to 47th Ave SW \$3,000,000
 - California Ave SW, SW Admiral Way to SW Walker St
 - SW Alaska St, 35th Ave to California Ave SW
 - improve existing and install new signals
 - provide pedestrian enhancements, including crossings and walkways
9. 2nd Ave, Cedar St to Virginia St \$1,400,000
 - provide signal and ped crossing improvements
 - widen and rebuild sidewalks and install curb bulbs
 - upgrade street lighting.
 - improve drainage
 - install street trees
10. Lighting Improvements at Bus Stops in Neighborhoods \$1,200,000
 - improve security at high use bus stops outside of the CBD
 - focus on arterial improvements in neighborhood business districts

Bike/Ped Improvements

1. Gilman Bridges, at 24th Ave W and 26th Ave W \$ 365,000
 - Demolish 2 existing pedestrian/bike bridges
 - construct single, joint bike and pedestrian facility
 - bridges span railroad cut
2. Bike/Railroad Crossing Improvements \$ 500,000
 - eliminate conflicts at RR crossings
 - includes warning signage and rubberized crossing installations
 - includes high use areas such as along Alaskan Way and E Marginal Way
3. Greenwood Sidewalks, N 85th St to N 145th St \$12,000,000
 - submit as 3 phase project (\$4 million/year)
 - Reconstruct street to provide curbs, gutters, sidewalks, drainage
 - also proceed lighting and landscaping
 - signals and safety improvements at key intersections
4. Lake Washington Boulevard Walkway \$ 130,000
5. Aurora Sidewalks Ave North Sidewalks/Walkways \$2,000,000

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

- | | | |
|-----|---|-------------|
| 6. | Aurora Ave N ped/bike Overpass @ Galer Ave N | \$1,000,000 |
| - | possibly combine with Potlach Trail | |
| 7. | South Lake Union Pedestrian Connections | \$1,000,000 |
| - | Terry at Valley St crossing | |
| - | possibly combine with Potlach Trail | |
| 8. | Lake City Way sidewalks | \$2,000,000 |
| 9. | Jackson St pedestrian improvements | \$2,000,000 |
| 10. | 23rd Ave @ Union pedestrian crossing | \$ 300,000 |
| 11. | Delridge Way SW Pedestrian Enhancements | \$1,500,000 |
| - | identify key locations for ped x-ing improvements | |
| - | look at ped signals, curb bulbs and overpasses | |

Other Demonstration Projects:

- | | | |
|----|--|------------|
| 1. | Bus Watch Demonstration | \$ 200,000 |
| - | organize residents to monitor high use bus stops in neighborhoods | |
| - | program is similar to Block Watch | |
| 2. | Volunteer Rides for Seniors | \$ 200,000 |
| - | provide ride match program for senior citizens | |
| - | would provide access to social services, shopping, etc | |
| - | would be implemented as supplement to transit accessibility measures | |
| 3. | Computerized Management of Parking Permits | \$ 500,000 |
| - | develop computerized permit tracking/monitoring system | |
| - | utilize electronic scanning permit issuance and monitoring system | |
| - | phase I will be using the Carpool Permit Program | |
| - | phase II will implement program to RTZ program | |

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

CATEGORY III: New Capacity/Other

New Bike Facilities:

1. Alki Trail, Luna Park to west end of Alki Beach \$1,300,000
 - Construct multi-use trail for cyclist and pedestrians
 - includes landscaping, parking revisions
 - would complete DOPAR's SPIFF grants
2. Bike Boulevard Demonstration Project
 - provide for bike priority corridor on non-arterial street
3. Burke Gilman Trail Extension (8th to 67th) \$2,600,000
 - PAL to provide year
4. Burke Gilman Extension (67th to Golden Gardens) \$1,800,000
 - PAL to provide Year
5. First South Bike Access \$ 500,000
 - provide improved bike access in 1st South Bridge Corridor
6. Burke Gilman Trail Widening, Latona Ave to N 145th St \$4,000,000
 - reconstruct the Burke Gilman trail
 - includes widening, drainage and safety improvements
 - capacity improvement for bikes
7. McGilvra Trail, Lakeside to Arboretum \$1,400,000
 - multi-use trail
8. Lake Union @ Mallard Cove \$1,300,000
 - complete critical link in Lake Union Trail network
9. Chief Sealth Trail \$5,200,000
 - new multi use trail in south Seattle
10. Greenlake By-pass, Green Lake Dr N to W Green Lake Dr \$1,500,000
 - Construct a bike/pedestrian path on the west side of Greenlake
 - separated trail to the east of Aurora Ave N
 - would provide a vital missing link in the City's northend trail system.
11. Potlatch Trail, Seattle Center to Lake Union \$2,500,000
 - provide bike/pedestrian connection
 - ultimately will connect to CBD via end Ave Improvements

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

DRAFT

12. Smith Cove Connector
13. Airport Way South \$ 500,000
 - improve/pave shoulders for bike use
14. Downtown Bike Lanes
 - install bike lanes within the CBD, and accessing to the CBD
 - areas include 2nd Ave, Dexter Ave, 12th Ave, Cherry St, MLK Jr Way S and E Marginal Way S
15. Interurban N (N 109th St to N 130th St)
16. Westlake Trail \$2,500,000

Medians:

1. Beacon Ave, S Alaska St to S Spokane Sts, (Phase 5a) \$4,000,000
 Beacon Ave, S Cloverdale to S Roxbury St (Phase 4b) \$3,000,000
 - Construct landscaped median
 - includes bike/ped link
 - revise parking
2. Martin Luther King Jr Way S, S Judkins St to E Cherry St \$3,300,000
 - construct a landscaped median.
 - includes bike/ped enhancements
3. 1st Ave S, S King St to S Dearborn St \$ 500,000
 - extend landscaped median from Pioneer Square, south

Streets:

1. 1st Ave Bridge Access, 1st S Bridge to Royal Brougham \$3,500,000
 - street improvements to improve flow to/from planned 1st South Bridge
 - signals imps (4th Ave S, 1st Ave S, E Marginal Way S, S Michigan St)
 - street widening (E Marginal Way S, S Michigan St)
 - resurfacing (S Michigan St)
2. Boeing Access Road \$2,000,000
 - improve connections between Boeing Access and I-5
 - provides access to underutilized industrial and business areas in SE Seattle.
3. Metro Trolley Pole Replacement (possible FTA submittal) \$2,000,000
 - companion project to Metro's trolley expansion plans

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

4. Spokane St Viaduct Replacement, W Seattle to I-5 \$ 350,000
- Develop planning report
 - examines needs/alternatives to improve access between I-5, West Seattle Harbor Island and the Port of Seattle.
 - Focus is the need to upgrade or replace the Spokane St Viaduct
 - replacement of viaduct is estimated at \$65 million, possible NHS Project

Other:

1. Urban Village Demo \$3,000,000
- includes bike lanes and racks, sidewalks, transit accessibility, and landscaping, land use enhancement, pedestrians, HOV, etc.)
2. Neighborhood Transit Demo (possible FTA submittal) \$3,000,000
- implement neighborhood based transit/multi-modal service improvement
3. Urban Forester Program \$6,000,000
- plant 10,000 trees in support of neighborhood programs,
 - repair damaged sidewalks damaged by tree roots
 - install tree pits and provide root pruning.
 - develop educational and outreach programs
4. N 45th St Transit Improvements (possible FTA submittal)
- Queue jumps for buses
 - ped access improvements
 - replacement of parking on side streets using the Woonerf concept
5. Arterial Intelligent Vehicle Highway System \$2,000,000
- upgrade arterial signal and warning systems to better accommodate HOVs
 - adapt existing, and using new technology consistent
6. Green Streets
- develop program to implement Green Streets in CBD
 - includes community based design process, design and implementation
7. Waterfront Street Car (possible FTA submittal)
- replace/upgrade tracks
 - resolve drainage problems
 - rebuild, upgrade vehicle crossings
 - provide landscaping/ped/bike improvements
 - As Phase II, look at extending streetcar to South Lake Union
8. King Street Multi-modal Terminal (possible FTA submittal)
- Provide final construction and design funding

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Master List of ISTE A Ideas

PRESERVATION

1. Arterial Resurfacing (on going program)
2. Concrete Street Rehabilitation (on going program)
3. Ballard Bridge Resurfacing
4. Seismic Improvements
5. University Bridge Repainting/grating
6. Fauntelery Expressway Crossbeams
7. Bascule Bridges Rehabilitation
8. Sidewalk Rehabilitation, city wide
9. Signal Improvements
10. Lighting Rehabilitation
11. Bus Stop improvements
12. Cobblestone Street Preservation
13. Street Name Sign Replacement

EXISTING SYSTEM

Programs:

1. Bike Spot (lockers, racks, etc.)
2. Signal Program (left turns, new signals, interconnects)
3. CBD Lighting (upgrades)
4. Ridesharing Program
5. Walkway/Wheelchair Ramps
6. Traffic Calming Project
7. Bus Spot Improvements
8. CTR Assistance to small businesses

Signal/Safety Improvements:

1. CBD Signal interconnect
2. 23rd/Madison Signals
3. Renton Ave S
4. S Genesee St
5. E Yesler
6. S Spokane St (lower roadway)
7. SW Admiral
8. Linden Ave N
9. S Cloverdale St
10. 15th Ave NW
11. NW 80th St - 15th Ave NW
12. N 80th St - Aurora Ave N
13. California Ave SW
15. SW Alaska St
16. 2nd Ave (Regrade)

NOTICE - IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Other:

1. Bus Watch Demonstration
2. Lighting Improvements at Bus Stops in Neighborhoods
3. Volunteer Rides for Seniors (matching program)

NEW CAPACITY/OTHER

New Bike Facilities:

1. Alki
2. Bike Boulevard Demonstration Project
3. Burke Gilman Extension (8th to 67th)
4. Burke Gilman Extension (67th to Golden Gardens)
5. First South Bike Access
6. Burke Gilman Widening (Latona to N 145th St)
7. McGilvra (Lakeside/Arboretum)
8. Lake Union @ Mallard Cove
9. Chief Sealth Trail
10. Ship Canal Trail
11. Westlake Trail
12. Greenlake By-pass
13. N Northlake Way Multi-modal Project
14. Potlatch Trail (Seattle Center to Lake Union)
15. Smith Cove Connector
16. Airport Way Shoulders
17. Thorton Creek Bikeway
18. I-5 Overpass @ 47th
19. Longfellow Creek Bikeway
20. Alaskan Way and E Marginal Way RR Tracks
21. Downtown Bike Lanes
22. Railroad Crossing Improvements
23. Gilman Bridges
24. Seaboard Lumber/Duwamish Access

Medians:

1. Beacon Ave (S Alaska to S Spokane Sts)
2. Martin Luther King Jr Way S
3. Delridge Way SW (Andover to Orchard)
4. 1st Ave S (King to Dearborn)
5. Eastlake (U Bridge to Fairview)
6. Sylvan Way
7. Thorndyke (Magnolia)
8. Gilman (Magnolia)
9. Stone Way (N 50th to Greenlake)

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Streets:

1. 1st Ave Bridge Access Improvements
2. Boeing Access Rd
3. Sylvan Way
4. Columbian Way
5. Boeing Access
6. Metro Trolley Pole Replacement
7. Spokane St Viaduct Replacement

Pedestrian:

1. Pedestrian Signal/Crosswalk Program
2. Greenwood Sidewalks (N 85th St to N 145th St)
3. Lake Washington Boulevard Walkway
4. Aurora Sidewalks/Walkways
5. Aurora Overpass @ Galer
6. Interurban N (N 109th St to N 130th St)
7. Fairview Ave Walkway (U Bridge to Steam Plant)
8. Myrtle Edwards Overpass

Other:

1. Intermodal Terminal
2. Port Access Study
3. S Lake Union Study
4. Mapping Accessibility Study (ADA)
5. Urban Village Demo (includes bike, ped, HOV, land use, etc.)
6. Neighborhood Transit Demo
7. Urban Forester Program

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Seattle
Engineering Department

Gary Zarker, Director
Norman B. Rice, Mayor

July 25, 1994

Honorable Norman B. Rice
Mayor, City of Seattle
Seattle, Washington 98104

Attention: Diana Gale, Director
Office of Management and Budget

Subject: Federal Intermodal Surface Transportation Efficiency Act Grant Approvals

Dear Mayor Rice:

REQUEST: We request City Council approval of the enclosed ordinance authorizing the Mayor or his designee to execute agreements with the Washington State Department of Transportation (WSDOT) for federal Intermodal Surface Transportation Efficiency Act (ISTEA) grants. The grants are for the planning and preliminary engineering phases for three projects: the 15th Avenue Northwest Pedestrian Signal Improvement Project (\$199,000 in grant funds), the CBD Lighting Project (\$148,000 in grant funds), and the Burke-Gilman Trail Extension Project (\$120,000 in grant funds). These expenditures are included in our Proposed 1995 Transportation CIP.

We are also amending the 1994 Transportation Capital Improvement Program to add the 15th Avenue Northwest Pedestrian Signal Project and the Burke Gilman Trail Extension Project. In addition, we request approval of a \$120,000 reimbursable appropriation for the Burke-Gilman Trail Extension Project from the Transportation Fund to allow planning work to begin in 1994.

BACKGROUND: The City Council approved applications for federal grant funding for these projects by Resolution 28723 (attached), adopted May 27, 1993.

The 15th Avenue Northwest Pedestrian Signal Project is intended to improve pedestrian access across this high-volume arterial, enhance accessibility to transit stops, and provide landscaping improvements. This project was submitted for funding at the request of SED's Transportation Advisory Citizen's Team (TACT).

The grant for the CBD Lighting Project, which is included in the adopted 1994 TCIP as Project E32724, will allow us to continue the rehabilitation of the lighting infrastructure in Seattle's downtown generally bounded by I-5, South King Street, Denny Way, and the Waterfront.

Printed on Recycled Paper

An equal opportunity - affirmative action employer. Accommodations for people with disabilities provided on request.
Seattle Engineering Department, Room 400, Seattle Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104-1879 (206) 684-5000 VTDD (206) 233-1088



RECEIVED OMB

JUL 20 1994

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Honorable Norman B. Rice
July 25, 1994
Page 2

The Burke-Gilman Trail Extension would construct a multi-purpose trail on the north side of the Ship Canal along the Burlington Northern right-of-way from the end of the current trail at 8th Avenue Northwest to Northwest 67th Street.

FUNDING: The Engineering Department submitted applications on behalf of the City with the Puget Sound Regional Council (PSRC) for grants under the federal Intermodal Surface Transportation Efficiency Act, and the Regional Council awarded the Engineering Department ISTEA grants for the above-referenced projects as part of the FY 1994-96 regional allocation process.

Originally, the Regional Council intended that the grants for the 15th Avenue Northwest Project and the CBD Lighting Project be allocated in federal fiscal year 1995. Recently, the PSRC recommended these grants be accelerated in order to ensure that the maximum amount of "direct regional" federal funds will be obligated by the end of federal fiscal year 1994. This is necessary because some jurisdictions have experienced delays in obligating grants, and federal funds for these grants need to be moved to a different year in the Regional Transportation Improvement Program (TIP).

Per the Adopted Regional TIP, we expected these projects would be funded in 1995. Thus, we did not include them in a previous ordinance requesting authority to enter into grant agreements in fiscal year 1994. Because of the PSRC's recommendation to accelerate these projects, it is now necessary for us to receive legislative authority to accept the grants before the fiscal year ends, on September 30, 1994.

The Burke-Gilman Trail Project was also intended to be funded in federal fiscal year 1995. However, in order to develop a concept acceptable to the community we must do an extensive community outreach over the next six months. We would like to begin the work and accept the grant award at the earliest opportunity, which is the beginning of the next federal fiscal year, October 1, 1994. We are seeking authority to enter into an agreement for preliminary planning only on this project beginning October 1, 1994. Once we have developed a concept approved by the community and other appropriate parties, we anticipate submitting an additional ordinance and obligating the remaining grant funds for design. We expect this will occur in mid-1995.

IMPORTANCE: A ratify and confirm prior acts clause has been included in the attached ordinance so that the agreements may be executed as soon as possible.

Sincerely,

Herbert W. Johnson
for Gary Zarker, Director
Seattle Engineering Department

Attachments

cc: Office of Management and Budget
Teresa Summers, Seattle Engineering Department/Transportation Division

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Washington State
Department of Transportation

Local Agency Agreement

Agency City of Seattle Engineering Department

Address 600 Fourth Ave. Room 400

Seattle, WA 98104

Project No. _____

Agreement No. _____

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 15th Avenue NW Pedestrian and Signal Improvements Length 1.25 mi.

Terminal 15th Avenue NW from W. Wheeler St. to W. Emerson St.

Description of Work

Install new signals at quarter-mile points to facilitate pedestrians crossing the arterial. Install new computer compatible controllers, traffic and pedestrian signals, new pedestrian and vehicle detection, interconnection of signals, and minor landscaping improvements in the median. Upgrade lighting at transit stops and high pedestrian locations. Install sidewalks and/or upgrade sidewalks to improve access to bus stops.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency work	\$221,400	29,839	191,561
	b. Other			
	c. State services	8,600	1,161	7,439
	d. Total PE cost estimate (a+b+c)	230,000	31,000	199,000
Right of Way	e. Agency work			
	f. Other			
	g. State services			
	h. Total R/W cost estimate (e+f+g)	0	0	0
Construction	i. Contract			
	j. Other			
	k. Other			
	l. Other			
	m. Total contract costs (i+j+k+l)			
	Construction Engineering			
	n. Agency			
	o. Other			
	p. State forces			
	q. Total construction engineering (n+o+p)			
	r. Total construction cost estimate (m+q)			
	s. Total cost estimate of the project (d+h+r)	230,000	31,000	191,000

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 86.5 percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

DOT 140-009 (front)
Revised 1/84

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____.

Agency Official

By _____

Gary Zarker, Director

Seattle Engineering Department

Washington State Department of Transportation

By _____

Assistant Secretary for Local Programs

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Local Agency Agreement

Agency City of Seattle Engineering Department

Address 600 Fourth Avenue, Room 400

Seattle, Washington 98104

Project No. _____

Agreement No. _____

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line a, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name CBD Lighting Length 2.8 mi.

Terminal Central Business District roughly bounded by I-5, S. King St., Denny Way,
and the Waterfront

Description of Work

Relocate and replace poles, foundations, and the wiring system. Install new pedestrian-scale lighting at transit stops, along bike routes, at high pedestrian activity centers, high accident locations, and where trees block sidewalk lighting. Install new conduit and cable.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE a. Agency work	164,702	22,235	142,467
b. Other			
c. State services	6,398	864	5,534
d. Total PE cost estimate (a+b+c)	171,100	23,099	148,001
Right of Way e. Agency work			
f. Other			
g. State services			
h. Total R/W cost estimate (e+f+g)			
Construction i. Contract			
j. Other			
k. Other			
l. Other			
m. Total contract costs (i+j+k+l)			
Construction Engineering n. Agency			
o. Other			
p. State forces			
q. Total construction engineering (n+o+p)			
r. Total construction cost Estimate (m+q)			
s. Total cost estimate of the project (d+h+r)	171,100	23,099	148,001

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be _____ percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____

Agency Official

Washington State Department of Transportation

By _____

By _____

Gary Zarker, Director

Assistant Secretary for Local Programs

Seattle Engineering Department

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the "Type of Work" above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at a reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Washington State
Department of Transportation

Local Agency Agreement

Agency City of Seattle Engineering Department

Project No. _____

Address 600 Fourth Avenue, Room 400

Agreement No. _____

Seattle, WA 98104

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Burke Gilman Trail Extension (8th to 67th) Length 2.5 mi.

Terminal Eighth Avenue NW TO NW 67th St.

Description of Work

Construct a multi-purpose trail along the north side of the Ship Canal along the Burlington Northern right-of-way between the end of the current trail at Eighth Avenue NW and NW 67th St.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency work	144,392	28,878	115,514
	b. Other _____	_____	_____	_____
	c. State services	5,608	1,122	4,486
	d. Total PE cost estimate (a+b+c)	150,000	30,000	120,000
Right of Way	e. Agency work	_____	_____	_____
	f. Other _____	_____	_____	_____
	g. State services	_____	_____	_____
	h. Total R/W cost estimate (e+f+g)	_____	_____	_____
Construction	i. Contract	_____	_____	_____
	j. Other _____	_____	_____	_____
	k. Other _____	_____	_____	_____
	l. Other _____	_____	_____	_____
	m. Total contract costs (i+j+k+l)	_____	_____	_____
	Construction Engineering	_____	_____	_____
	n. Agency	_____	_____	_____
	o. Other	_____	_____	_____
	p. State forces	_____	_____	_____
	q. Total construction engineering (n+o+p)	_____	_____	_____
	r. Total construction cost estimate (m+q)	_____	_____	_____
	s. Total cost estimate of the project (d+h+r)	150,000	30,000	120,000

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 80 percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

DOT 140-039 (front)
Revised 1/84

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____.

Agency Official

By _____
Gary Zarker, Director
Seattle Engineering Department

Washington State Department of Transportation

By _____
Assistant Secretary for Local Programs

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Washington State
Department of Transportation

Local Agency Agreement

ATTACHMENT TO ISTE A GRANT ACCEPTANCE

Agency City of Seattle Engineering Department

Address 600 Fourth Ave. Room 400

Seattle, WA 98104

Project No. _____

Agreement No. _____

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 15th Avenue NW Pedestrian and Signal Improvements Length 1.25 mi.

Terminal 15th Avenue NW from W. Wheeler St. to W. Emerson St.

Description of Work

Install new signals at quarter-mile points to facilitate pedestrians crossing the arterial. Install new computer compatible controllers, traffic and pedestrian signals, new pedestrian and vehicle detection, interconnection of signals, and minor landscaping improvements in the median. Upgrade lighting at transit stops and high pedestrian locations. Install sidewalks and/or upgrade sidewalks to improve access to bus stops.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency work	\$221,400	29,839	191,561
	b. Other			
	c. State services	8,600	1,161	7,439
	d. Total PE cost estimate (a+b+c)	230,000	31,000	199,000
Right of Way	e. Agency work			
	f. Other			
	g. State services			
	h. Total R/W cost estimate (e+f+g)	0	0	0
Construction	i. Contract			
	j. Other			
	k. Other			
	l. Other			
	m. Total contract costs (i+j+k+l)			
	Construction Engineering			
	n. Agency			
	o. Other			
	p. State forces			
	q. Total construction engineering (n+o+p)			
	r. Total construction cost estimate (m+q)			
s. Total cost estimate of the project (d+h+r)		230,000	31,000	191,000

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be .86.5 percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

DOT 140-039 (front)
Revised 1/84

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____.

Agency Official

By _____

Gary Zarker, Director

Seattle Engineering Department

Washington State Department of Transportation

By _____

Assistant Secretary for Local Programs

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Washington State
Department of Transportation

Local Agency Agreement

Agency City of Seattle Engineering Department

Address 600 Fourth Avenue, Room 400

Seattle, WA 98104

Project No. _____

Agreement No. _____

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Burke Gilman Trail Extension (8th to 67th) Length 2.5 mi.

Terminal Eighth Avenue NW TO NW 67th St.

Description of Work

Construct a multi-purpose trail along the north side of the Ship Canal along the Burlington Northern right-of-way between the end of the current trail at Eighth Avenue NW and NW 67th St.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency work	144,392	28,878	115,514
	b. Other			
	c. State services	5,608	1,122	4,486
	d. Total PE cost estimate (a+b+c)	150,000	30,000	120,000
Right of Way	e. Agency work			
	f. Other			
	g. State services			
	h. Total R/W cost estimate (e+f+g)			
Construction	i. Contract			
	j. Other			
	k. Other			
	l. Other			
	m. Total contract costs (i+j+k+l)			
	Construction Engineering			
	n. Agency			
	o. Other			
	p. State forces			
	q. Total construction engineering (n+o+p)			
	r. Total construction cost estimate (m+q)			
s. Total cost estimate of the project (d+h+r)		150,000	30,000	120,000

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 80 percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

DOT 140-039 (front)
Revised 1/84

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month; for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____

Agency Official

By _____
Gary Zarker, Director
Seattle Engineering Department

Washington State Department of Transportation

By _____
Assistant Secretary for Local Programs

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE:
IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



Washington State
Department of Transportation

Local Agency Agreement

Agency City of Seattle Engineering Department

Address 600 Fourth Avenue, Room 400

Seattle, Washington 98104

Project No. _____

Agreement No. _____

For Headquarters WSDOT use only.

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name CBD Lighting Length 2.8 mi.

Terminal Central Business District roughly bounded by I-5, S. King St., Denny Way,
and the Waterfront

Description of Work

Relocate and replace poles, foundations, and the wiring system. Install new pedestrian-scale lighting at transit stops, along bike routes, at high pedestrian activity centers, high accident locations, and where trees block sidewalk lighting. Install new conduit and cable.

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency work	164,702	22,235	142,467
	b. Other			
	c. State services	6,398	864	5,534
	d. Total PE cost estimate (a+b+c)	171,100	23,099	148,001
Right of Way	e. Agency work			
	f. Other			
	g. State services			
	h. Total R/W cost estimate (e+f+g)			
Construction	i. Contract			
	j. Other			
	k. Other			
	l. Other			
	m. Total contract costs (i+j+k+l)			
	Construction Engineering			
	n. Agency			
	o. Other			
	p. State forces			
	q. Total construction engineering (n+o+p)			
r. Total construction cost estimate (m+q)				
s. Total cost estimate of the project (d+h+r)		171,100	23,099	148,001

*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).

The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be _____ percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Construction Method of Financing

(check method selected)

State Aid and Award

- ☐ Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- ☐ Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months

Local Force or Local Aid and Award

- ☒ Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, 19____, Resolution/Ordinance No. _____.

Agency Official

By _____
Gary Zarker, Director
Seattle Engineering Department

Washington State Department of Transportation

By _____
Assistant Secretary for Local Programs

Date Executed _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

TIM AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Martha Chae

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle

Executive Department—Office of Management and Budget

Diana Gale, Director
Norman B. Rice, Mayor

July 20, 1994

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT

Engineering

SUBJECT:

AN ORDINANCE relating to the Engineering Department; authorizing the Mayor or his designee to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funds for design activities on the 15th Avenue Northwest Pedestrian Signal Improvement Project, the CBD Lighting Project, and the Burke Gilman Trail Extension Project; authorizing the acceptance and deposit of grant funds to be received; increasing the expenditure allowance in the 1994 annual budget of the Engineering Department and making a reimbursable appropriation from the Transportation Fund; and amending the 1994 Transportation Fund; and amending the 1994 Transportation Capital Improvement Program to add the 15th Avenue Northwest Pedestrian Signal Project and the Burke Gilman Trail Extension Project;

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Kwan Wong at 684-8083.

Sincerely,

Norman B. Rice
Mayor

by

DIANA GALE
Budget Director

Legis:wong13

Enclosure

cc: Director, Engineering
Accommodations for people with disabilities provided on request. An equal employment opportunity - affirmative action employer.
Office of Management and Budget 300 Municipal Building, Seattle, Washington 98104-1826 (206) 684-8080 (TDD) 684-8118

"Printed on Recycled Paper"

94-220

K. B. Rice
8/1/94



COPY RECEIVED
94 JUL 28 PM 2:47
SEATTLE CITY ATTORNEY

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

47296
City of Seattle, City Clerk

—SS.

No. ORDINANCE 11

City of Seattle

TITLE-ONLY PUBLICATION
The full text of the following ordinance, passed by the City Council on August 22, 1994, and published here by title only, will be mailed, at no cost, upon request, for two months after this publication. For further information, contact the Seattle City Clerk at 624-2344.

ORDINANCE NO. 117268

AN ORDINANCE accepting electrical overhead and underground distribution easements over portions of Lot 4, Block 2, Jordan's Acres Garden, Parcel 1, King County Short Plat No. 50792, Block 2, East, (W.M.): vacated West Greenish Street lying between 8th and 9th Avenues West lying north of West Dravus Street, Lot 4, Block 1, North Side, Five Acres Range 6 East, W.M. Lots 1 and 4 of King County Short Plat No. 500502, Lot 8, Block 59, Second Plat of West Seattle by the West Seattle Land and Improvement Company, Lot 1, Block 2, Beverly Park Division, No. 8, Lot 1, Block 8, Glenwood Home Tracts, Lot 2, Block 2, Supplemental Plat of Emerald Park Addition to the City of Seattle, Lots A and B, King County Boundary Line Adjustment No. 08-00, and related said easements under the jurisdiction of the City Light Department, (19).

ORDINANCE NO. 117269

AN ORDINANCE relating to the Engineering Department authorizing the Mayor, his designee, to execute agreements with the Washington State Department of Transportation for Intermodal Surface Transportation Efficiency Act (ISTEA) funds for design activities on the 10th Avenue Northwest Pedestrian Signal Improvement Project, of the CBD Lighting Project, and the Burke Gilman Trail Extension Project authorizing the acceptance and deposit of grant funds to be received increasing the expenditure allowance in the 1994 annual budget of the Engineering Department and making reimbursable appropriation from the transportation fund, (10).

ORDINANCE NO. 117271

AN ORDINANCE increasing expenditure allowances in the Personnel Department for consultant and training costs not provided for in the 1994 budget for implementation of federal drug and alcohol testing regulations for holders of commercial drivers licenses (CDLs) by appropriation, reappropriation, and transfer from various City funds including the Emergency Fund, and declaring the emergency therefor, (11).

ORDINANCE NO. 117272

AN ORDINANCE authorizing the acceptance of a gift from the Tully's Coffee Corporation to the Seattle Department of Parks and Recreation and declaring the purpose thereof, (12).

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

OT:117268,69,271-272

was published on

09/06/94

The amount of the fee charged for the foregoing publication is the sum of \$ _____ which amount has been paid in full.

[Signature]

Subscribed and sworn to before me on

09/06/94

[Signature]

Notary Public for the State of Washington,
residing in Seattle

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.